

# REPORT / RECOMMENDATION



**To:** MAYOR AND COUNCIL

**Agenda Item #:** IV. G.

**From:** John Wallin, Finance Director

**Action** ☒

**Discussion** ☐

**Date:** September 2, 2014

**Information** ☐

**Subject:** Resolution No. 2014-88 Approving Joint Powers Agreement with the City of Minneapolis Regarding Utility Services

**Action Requested:**

Approve attached resolution approving the Joint Powers Agreement with the City of Minneapolis

**Information / Background:**

Minneapolis sells water and sewer services to customers in Edina. The two cities have never entered into a formal joint powers agreement for this purpose. The Edina's City Attorney prepared joint powers agreements with the City of Edina and the City of St. Louis Park and the City of Richfield. The attached joint powers agreement has been reviewed by the City of Edina's attorney and is similar to the City of St. Louis Park and City of Richfield agreements. This agreement would enable The City of Edina to certify delinquent utilities for The City of Minneapolis as Edina currently does for St. Louis Park and Richfield customers which are located in Edina. The City of Edina does not have any customers in Minneapolis.

**Attachment:**

- Resolution 2014-88 Approving the Joint Powers Agreement with the City of Minneapolis
- Joint Powers Agreement Between the City of Edina and the City of Minneapolis.

RESOLUTION 2014-88  
JOINT POWERS AGREEMENT BETWEEN THE CITY OF MINNEAPOLIS AND  
AND THE CITY OF EDINA TO ESTABLISH THE RESPONSIBILITIES FOR THE  
SALE OF WATER AND SEWER SERVICES BY THE CITY OF MINNEAPOLIS WITHIN EDINA

A. WHEREAS, Minneapolis sells utility services, such as water and sewer services to customers in Edina

B. WHEREAS, The Cities wish to provide additional remedies for the collection of charges from customers who live in Edina, but receive one or more utility services from Minneapolis.

C. WHEREAS, Minn. Stat 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting Cities or any similar power.

NOW, THEREFORE, BE IT RESOLVED, the City Council approves the Joint Powers Agreement between the City of Edina and the City of Minneapolis.

Whereupon said resolution was declared duly passed and adopted. Dated this 2nd day of September, 2014.

Attest: \_\_\_\_\_

Debra A. Mangen, City Clerk

\_\_\_\_\_

James B. Hovland, Mayor

STATE OF MINNESOTA     )  
COUNTY OF HENNEPIN    ) SS  
CITY OF EDINA             )

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of September 2, 2014 and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk

**JOINT POWERS AGREEMENT  
BETWEEN  
THE CITY OF MINNEAPOLIS  
AND  
THE CITY OF EDINA**

**THIS AGREEMENT** is entered into between the **CITY OF MINNEAPOLIS**, a Minnesota home rule charter city, and the **CITY OF EDINA**, a Minnesota statutory city, herein after collectively referred to as the “Cities”.

**RECITALS**

A. Minneapolis sells utility services, such as water or sanitary sewer services, to customers in Edina.

B. The Cities wish to provide additional remedies for the collection of charges from customers who live in Edina, but receive one or more utility services from Minneapolis.

C. Minnesota Statutes § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting parties or any similar power.

**NOW, THEREFORE**, the Cities agree as follows:

1. **PURPOSE.** This Agreement shall establish the responsibilities of the Cities concerning assessment against real property in Edina of utility charges incurred by customers receiving Minneapolis utility services at their Edina property who have not paid their applicable Minneapolis utility bill.

2. **SALE OF UTILITY SERVICES.** Minneapolis will continue to provide the applicable utility service to customers in Edina in accordance with existing practices and agreements, except as modified herein. Usage of Minneapolis utility services by Edina customers shall be subject to the same usage rules imposed upon Minneapolis residents.

3. **BILLING.** Minneapolis will bill customers in Edina for utility services Minneapolis provides to customers in Edina. The billing rate will be the Minneapolis rate established for outside city customers. If the customer fails to pay a bill, Minneapolis will notify Edina. Upon receipt of such notification, Edina will certify the unpaid bill to taxes in accordance with Minn. Stat. Chapter 444 or other appropriate authority. Edina shall promptly transmit the proceeds to Minneapolis after they are received in the normal course of property tax settlements.

4. **WATER METERS.** Minneapolis shall provide water meters at its customary charge for customers in Edina using Minneapolis water. Minneapolis shall also be responsible for any necessary testing and replacement of the meters.

5. **TERMINATION.** Either party may terminate this Agreement upon 24 months advance written notice to the other party.

**FOR THE CITY OF MINNEAPOLIS**

Dated: \_\_\_\_\_, 2014

Approved: \_\_\_\_\_  
Department Head responsible for  
Contract Monitoring for this contract

Countersigned: \_\_\_\_\_  
Finance Officer Designee

Approved as to Form

By: \_\_\_\_\_  
Assistant City Attorney

**CITY OF EDINA**

Dated: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
James B. Hovland, Mayor

By: \_\_\_\_\_  
Scott Neal, City Manager